

SOLICITATION, OFFER AND AWARD

2. CONTRACT NO. NAS2-00065		3. SOLICITATION NO. RFP2-37050		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/> RATING DO-C9		PAGE 1 OF 103	
4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 09/15/99		6. REQUISITION/PURCHASE IC-0460			
7. ISSUED BY NASA Ames Research Center Acquisition Division Attn: Carlos Torrez, Code JAI, M/S 241-1 Moffett Field, CA 94035-1000		CODE JAI: 241-1		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in (see L.6) for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located at **Bldg. 241, Room 260** until **1:00 PM (PST)** local time on **Monday, November 1, 1999.**

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Carlos Torrez	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (650) 604-5797 Fax: (650) 604-3020 e-mail: cctorrez@mail.arc.nasa.gov
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B		SUPPLIES OR SERVICES AND PRICE/COST			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
C		DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
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G		CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
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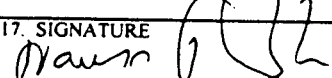
OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period

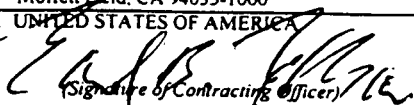
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (180 calendar days unless a different period is inserted in offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.212-8)	10 CALENDAR DAYS 0%	20 CALENDAR DAYS 0%	30 CALENDAR DAYS 0%	CALENDAR DAYS N/A
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	1	9/15/99		
	2	10/7/99		

15A. NAME AND ADDRESS OF OFFEROR QSS Group, Inc. 4500 Forbes Boulevard, Suite 200 Lanham, Maryland 20706	CODE 84-001-5911	FACILITY O2WP4	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Frank F. Islam President/CEO
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15B. TELEPHONE NO. (Include area code) 301-429-0308	X 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE 	18. OFFER DATE November 1, 1999
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 1 and 2 Cost Plus Award Fee	20. AMOUNT \$25,005,615.00	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 2
24. ADMINISTERED BY (If other than Item 7) Carlos D. Torrez	CODE M/S 241-1	25. PAYMENT WILL BE MADE BY NASA Ames Research Center Accounting Operations Branch, Mail Stop 203-18 Moffett Field, CA 94035-1000	CODE CFS-203-18
26. NAME OF CONTRACTING OFFICER (Type or print) Earl B. LeMar Contracting Officer	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		1. AWARD DATE March 01, 2000

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 SUPPLIES/SERVICES TO BE PROVIDED (ARC 52.211-94) (FEB 1997)**

(a) The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the SOW.

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>
01	Phase-in for Computational Sciences Research and Development Support as specified in Section F.3(a)	1	JB
02	Basic Services for Computational Sciences Research and Development Support for the base period as specified in Section F.3(b) including the Contract Data Requirements List (CDRL) but excluding phase-in	1	JB

Pursuant to Section H.15, Option for Additional Tasks, if exercised, the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the SOW. (These requirements are anticipated to experience 100% growth over the basic services for all option periods.)

03	Additional requirements for Computational Sciences Research and Development Support for the base period	1	JB
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(b) Pursuant to Section I, Clause 52.217-9, "Option to Extend the Term of the Contract," (MAR 1989), if exercised, the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the SOW.

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>
04	Basic Services for Computational Sciences Research and Development Support for the first priced option period as specified in Section F.3(c) including the CDRL	1	JB

Pursuant to Section H.15, Option for Additional Tasks, if exercised, the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the SOW.

- 05 Additional requirements for Computational Sciences Research and Development Support for the first priced option period 1 JB

(c) Pursuant to Section I, Clause 52.217-9, "Option to Extend the Term of the Contract," (MAR 1989), if exercised, the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the SOW.

- 06 Basic Services for Computational Sciences Research and Development Support for the second priced option period as specified in Section F.3(d) including the CDRL 1 JB

Pursuant to Section H.15, Option for Additional Tasks, if exercised, the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the SOW.

- 07 Additional requirements for Computational Sciences Research and Development Support for the second priced option period. 1 JB

[End of Clause]

B.2 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

BASE PERIOD

(a) Phase-in

The estimated cost of this contract for Item 01 is \$487,521.

(b) Basic Services for Computational Sciences Research and Development Support

The estimated cost of this contract for Item 02 is \$23,157,112. The maximum available award fee is \$1,360,982. Total estimated cost and maximum award fee are \$24,518,094.

(c) Additional Services for Computational Sciences Research and Development Support

If the option for Item 03 in Section B.1 above is exercised, the estimated cost of this contract is increased by \$22,560,693. The maximum available award fee is increased by \$1,360,846. Total estimated cost and maximum award fee are increased by \$23,921,538.

FIRST OPTION PERIOD

(d) Basic Services for Computational Sciences Research and Development Support

If the option for Item 04 in Section B.1 above is exercised, the estimated cost of this contract is increased by \$12,326,971. The maximum available award fee is increased by \$753,596. The total estimated cost and award fee are increased by \$13,080,567.

(e) Additional Services for Computational Sciences Research and Development Support

If the option for Item 05 in Section B.1 above is exercised, the estimated cost of this contract is increased by \$12,002,729. The maximum available award fee is increased by \$730,899. Total estimated cost and maximum award fee are increased by \$12,733,628.

SECOND OPTION PERIOD

(f) Basic Services for Computational Sciences Research and Development Support

If the option for Items 06 in Section B.1 above is exercised, the estimated cost of this contract is increased by \$25,549,993. The maximum available award fee is increased by \$1,569,298. The total estimated cost and award fee are increased by \$27,119,291.

(g) Additional Services for Computational Sciences Research and Development Support

If the option for Item 07 in Section B.1 above is exercised, the estimated cost of this contract is increased by \$24,872,981. The maximum available award fee is increased by \$1,521,908. Total estimated cost and maximum award fee are increased by \$26,394,889.

The total estimated cost and award fee pool represent the contract ceiling. The actual award fee pool will be determined by the actual CTOs let. See Section G.2, Award Fee for Service Contracts (NFS 1852.216-76) (MAR 1998).

[End of Clause]

B.3 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ *TBD. This allotment is for Computational Sciences Research and Development Services and covers the following estimated period of performance:
TBD

NAS2-00065

SECTION B

(b) An additional amount of \$ _____ *TBD is obligated under this contract for payment of fee.

*To Be Determined (TBD)

[End of Clause]

[END OF SECTION]

March 1, 2000

SECTION C - STATEMENT OF WORK

C.1 STATEMENT OF WORK (ARC 52.211-93) (FEB 1997)

(a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and do all other things necessary for, or incidental to performance of the requirements set forth herein.

(b) Work shall be accomplished in accordance with the Statement of Work entitled, "Computational Sciences Division Research and Development Services," dated June 30, 1999 incorporated in Section J, Attachment (a) A-1.

[End of Clause]

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (ARC 52.211-95) (ALTERNATE I) (FEB 1997)

- (a) The contractor shall preserve, pack, and mark for shipment all items deliverable under this contract in accordance with good commercial practices and adequate to ensure both acceptance by common carrier and safe transportation at the most economical rate(s).
- (b) The contractor's markings on shipping containers shall be clearly legible from a distance of 36 inches or as required by applicable regulations. The contractor may mark by stencil, rubber stamp, or lacquer over a coated gummed label.
- (c) The Contractor shall place identical requirements on all subcontracts.

[End of Clause]

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.246-3	APR 1984	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES - COST-REIMBURSEMENT
52.246-8	APR 1984	INSPECTION OF R&D - COST-REIMBURSEMENT

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
None		

[End of Clause]

E.2 MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72) (JUN 1995)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in triplicate (an original and two (2) copies).

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.672-1. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

[End of Clause]

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

http://procure.arc.nasa.gov/Acq/Center_Clauses/Index.html

F.2 DELIVERY SCHEDULE (ARC 52.211-91) (FEB 1997)

- (a) The contractor shall deliver hardware, software, data and services as required by individual task orders.
- (b) Unless specified otherwise, all hardware items shall be delivered to:
Ames Research Center
Receiving Dept. 255-3
Contract NAS2-00065 (CDT)
Moffett Field, CA 94035-1000
Attn: <recipient>
- (c) All documentation shall be mailed in accordance with Paragraph F.4, Delivery of Reports.

[End of Clause]

F.3 PERIOD OF PERFORMANCE (ARC 52.204-93) (JUL 1997)

- (a) The Phase-In Period of this contract shall be for 31 days, beginning March 1, 2000.
- (b) The Base Period of performance of this contract shall be from April 1, 2000 through February 28, 2002.
- (c) If exercised, the first option period of this contract shall be from March 1, 2002 through February 28, 2003.
- (d) If exercised, the second option period of this contract shall be from March 1, 2003 through February 28, 2005

[End of Clause]

F.4 DELIVERY OF REPORTS (ARC 52.211-92) (FEB 1997)

Unless otherwise specified, all reporting deliverables as specified in Attachment (a) A-3, shall be addressed to NASA/Ames Research Center, Moffett Field, CA 94035-1000, marked with the contract number, to the attention of the listed recipients. A copy of the transmittal letter for each report shall be forwarded to the Contracting Officer.

The Contractor shall include a completed Report Documentation Page (SF 298) as the final page of each report submitted. In addition, a reproducible copy and a printed or reproduced copy of the reports shall be sent to:

NASA Center for AeroSpace Information (CASI)
Attn: Accessioning Department
800 Elkridge Landing Road
Linthicum Heights, MD 21090-2934

[End of Clause]

F.5 PLACE OF PERFORMANCE (ARC 52.237-90) (FEB 1997)

The contractor shall perform the work under this contract at NASA Ames Research Center and auxiliary facilities, and at such other locations as may be approved by the Contracting Officer.

[End of Clause]

F.6 NOTICE OF DELAY (ARC 52.249-90) (FEB 1997)

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

[End of Clause]

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

http://procure.arc.nasa.gov/Acq/Center_Clauses/Index.html

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
None		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.227-70	NOV 1998	NEW TECHNOLOGY (applicable to large business subcontractors)
1852.227-72	JUN 1997	DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE Insert the following in Paragraph (a): Title: New Technology Representative Office Code: Code DK: 202A-3 Address: NASA-Ames Research Center Moffett Field, CA 94035-1000 Title: Patent Representative Office Code: Code DL: 200-26 Address: NASA-Ames Research Center Moffett Field, CA 94035-1000
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	JUL 1997	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT
1852.245-71	JUN 1998	INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (ALTERNATE I) (MAR 1989). Insert the following in Paragraph (a):

"See NASA Procedures and Guidance
(NPG) 4200.1 'NASA Equipment Management
Manual',
NPG 4200.2 'NASA Equipment Management User's
Guide for Property Custodians',
NPG 4300.1 'NASA Personal Property Disposal',
and
NPG 4310.4 'Identification and Disposition of NASA
Artifacts' for applicable user responsibilities."

[End of Clause]

G.2. AWARD FEE FOR SERVICE CONTRACTS (NFS 1852.216-76)(MAR 1998)

- (a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" clause B.2 of this contract.
- (b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the performance evaluation plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.
- (c) The Government will advise the Contractor in writing of the evaluation results. The NASA Ames Research Center Accounting Operations Branch will make payment based on issuance of unilateral modification by contracting officer.
- (d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.
- (e) The amount of award fee that can be awarded in each evaluation period is limited to the amounts set forth in each contract task order issued. Award fee that is not earned in an evaluation period cannot be reallocated to future evaluation periods.
- (f) (1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an

evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 50 percent of the pool or the prior period's evaluation score.

- (2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.
- (3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate. This determination is not subject to the Disputes clause.
- (4) Provisional award fee payments will be made prior to the first award fee determination by the Government. Provisional award fee payments will commence at the end of the third month of performance.
- (g) QSS will waive its entire award fee in any period when the award fee determination for that period is less than 70 percent.
- (h) Award fee determinations made by the Government under this contract are not subject to the Disputes clause.

[End of Clause]

G.3 SUBMISSION OF VOUCHERS FOR PAYMENT (NASA 1852.216-87) (MAR 1998)(MODIFIED ARC/FEB 1998)

- (a) Public vouchers for payment of costs shall include a reference to the contract number and the contractor's Taxpayer Identification Number (TIN#). Forward vouchers in accordance with the instructions in paragraph (d) below. Except as noted in paragraph (c) below, the address in (d)(3) is the designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract.
- (b) Reporting Requirements Under Taxpayer Relief Act of 1997
 - (1) The Taxpayer Relief Act of 1997, enacted August 5, 1997, requires Federal executive agencies to file information returns (i.e., Form

1099-MISC) for payment of \$600 or more to corporations for services. Payments for services under certain confidential or classified contracts that meet the requirements of Internal Revenue Code Section 6050M(e) are excluded from the reporting requirements. This change became effective as of January 1, 1997.

- (2) In order to comply with the Act, the contractor shall separately subtotal taxable services and nontaxable materials and supplies on each voucher. If subtotals are not specified on the vouchers, the Government will presume that the entire voucher amount is reportable and will be shown on the Form 1099-MISC generated by NASA and provided to the contractor and the Internal Revenue Service.
- (c) DCAA Program for Contractor Direct Submission of Interim Vouchers to NASA Paying Offices
- (1) When authorized by the Defense Contract Audit Agency (DCAA), the contractor may submit interim vouchers directly to NASA paying offices. Such authorization does not extend to the first and final vouchers. The contractor will continue to submit first vouchers to the DCAA office identified below. Final vouchers will be submitted to the designated contracting officer with a copy to DCAA.
 - (2) Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the written notice to rescind the direct submission authority, the contractor will immediately begin to submit public vouchers for the affected contracts to DCAA.
 - (3) Interim vouchers submitted under this program are considered to be provisionally approved for payment subject to final audit. In such cases, Copy 2, identified in paragraph (c)(3)(iii) below, need not be submitted.
- (d) The Contractor shall prepare and distribute cost vouchers as follows:
- (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment.
 - (2) Copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment as required below.
 - (3) The Contractor shall mark SF 1034A copies 1, 2, 3, 4, and such other copies as may be directed by the Contracting Officer by

insertion in the memorandum block the names and addresses as follows and distribute to the respective addressees:

- (i) Original and three (3) copies:

Accounting Operations Branch
NASA Ames Research Center
M/S 203-18
Moffett Field, CA 94035-1000

Cost vouchers shall be submitted via the cognizant Government audit agency identified in paragraph (iii) below.

- (ii) Copy 1 -- NASA Contracting Officer, STAMPED "INFO COPY"

NASA Ames Research Center
Attn: Acquisition Branch, M/S 241-1
Moffett Field, CA 94035-1000

- (iii) Copy 2 -- Auditor

Defense Contract Audit Agency -- Mid Atlantic Region
District Branch Office
One Mall North
10025 Governor Warfield Parkway, Suite 200
Columbia, MD 21044

- (iv) Copy 3 -- Contractor

- (v) Copy 4 -- Contract Administration Office (if applicable), STAMPED "INFO COPY"

- (vi) Copy 5 -- NASA Equipment Management Branch, M/S 255-2, STAMPED "INFO COPY"

(For Contractor-Acquired Property and/or Centrally Reportable Equipment, if applicable -- see paragraph (4) below)

- (4) , As authorized by FAR 52.216-7(a), the Contractor shall also include the following in its vouchers submitted for payment of costs incurred for any Contractor-Acquired Property or Centrally Reportable Equipment that has an acquisition cost exceeding \$1,000.00;

- (1) Date of Purchase
(2) Purchase Order Number

- (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
 - (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority.

If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

- (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
 - (f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

[End of Clause]

G.5 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NASA 1852.245-77) (JUL 1997)

G.5 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NASA 1852.245-77) (JUL 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.
- (b) General- and special-purpose equipment, including office furniture.
 - (1) Equipment to be made available is listed in Attachment (a) A-2. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.
 - (2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.
 - (3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (c) Supplies from stores stock.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation service facilities: Duplicating and copying, library, general use printers.
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.

- (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

[End of Clause]

[END OF SECTION]

SECTION H – SPECIAL CONTRACTS REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

http://procure.arc.nasa.gov/Acq/Center_Clauses/Index.html

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
None		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.223-70	MAR 1997	SAFETY AND HEALTH
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

[End of Clause]

H.2 SECURITY REGISTRATION AND IDENTIFICATION BADGES--ON-SITE
CONTRACTORS, EXCLUDING CONSTRUCTION (ARC 52.204-91) (FEB 1997)

(a) All persons engaged in work at Ames Research Center are required to be registered and badged by Protective Services, and to follow all security regulations and requirements.

(b) The Contractor is responsible for assuring that each employee or company representative wears his/her issued identification badge at all times while they are within the boundaries of Moffett Field. Badges shall be worn above the waist in such a manner as to be clearly visible.

(c) (1) The Contractor shall ensure that all employees who are terminated or who are no longer connected with the work being performed under this contract are processed out through Protective Services. Badges, keys, and other Government property must be accounted for and returned. If a computer account has been established, the account must be deactivated.

(2) The Government shall notify the Contractor if any terminated employee has not been processed out through Protective Services. The Contractor then has 30 days in which to process the terminated employee without penalty. After 30 days, a Bill of Collection will be issued by the Government in the amount of \$500 for each terminated employee that has not been properly processed out.

(d) U.S. Citizens and Permanent Resident Aliens. On the first day of work, the employee will check in at the NASA Visitor Badging Office, Building 26. A temporary badge will be issued and the employee will be directed to the work site. As soon as practical, the employee must bring the completed "Non-Government Employee Security Badging Packet," NASA Form 531 and AOM Form 500, to the Employee Badging Office, Building 15. Employees will need to submit a completed packet for each badge issued, including renewals. Fingerprints will be taken if necessary and a permanent badge will be issued. All terminating employees must check out through the Employee Badging Office.

(e) Foreign Nationals (Passports, Visas, Non-Immigrant Aliens). A National Agency Check (NAC) is a prerequisite for a foreign national, making it necessary that all paperwork be submitted to JP:15-1:4-4651/Foreign National Processing at least 60 days in advance of the anticipated entry date (NAC processing can take as long as 180 days to process). JP/Foreign National Processing will provide guidance as to what paperwork and type of visa are required.

(f) Reserve Gate Procedure. In the event of a labor dispute the Government may restrict entrance and exit of the Contractor's employees and the Contractor's suppliers to a specified gate at Ames Research Center, pursuant to Chapter 4 of NASA Handbook 5200.1A, "Industrial Labor Relations Manual." The Contractor agrees to have all employees rebadged and to direct them and their suppliers to utilize only the designated gate.

[End of Clause]

H.3 RESTRICTIONS ON PRINTING AND DUPLICATING (NASA 1852.208-81) (AUG 1993)

(a) The Contractor shall reproduce any documentation required by this contract in accordance with the provisions of the Government Printing and Binding Regulations, No. 26, Pub 101-9, U.S. Government Printing Office, Washington, DC 20402, published

by the Joint Committee on Printing, U.S. Congress.

(b) The Contractor shall not perform, or procure from any commercial source, any printing in connection with the performance of work under this contract. The term "printing" includes the processes of composition, platemaking, presswork, silk screen processes, binding, microform, and the end items of such processes and equipment.

(c) "Duplicating/copying" is not considered to be printing. It is material produced by duplicating equipment employing the lithographic process and automatic copy-processing or copier-duplicating machines employing electrostatic, thermal, or other copying processes not requiring the use of negatives or metal plates. The Contractor is authorized to duplicate production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 units in the aggregate of multiple pages.

Such plates may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. A "production unit" is on a sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink.

(d) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example; necessary forms and instructional materials used by the Contractor to respond to the terms of the contract).

(e) Costs associated with printing or duplicating/copying in excess of the limits set forth above are unallowable without prior written approval of the Contracting Officer. If the Contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating/copying, it immediately shall provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with the provisions of the Government Printing and Binding Regulations and NFS 1808.802.

(f) The Contractor shall include in each subcontract which may involve a requirement for any printing and/or any duplicating/copying in excess of the limits specified in paragraph (c) of this clause, a provision substantially the same as this clause, including this paragraph (f).

[End of Clause]

H.4 TASK ORDERING PROCEDURE (NASA 1852.216-80) (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing

specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within five (5) working days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request. For urgent requirements, the plan shall be submitted within two (2) working days.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

[End of Clause]

H.5 EMERGENCY PREPAREDNESS AND RESPONSE (ARC 52.223-90) (MAR 1999)

In the event of an emergency that requires a Level 1, 2, or 3 response, as defined in Paragraph 106, "Levels of Response," in the Ames Handbook and Emergency Preparedness Plan (AHB 1600.4), the contractor shall follow the emergency procedures (e.g., shut down equipment, conduct damage assessments, etc.) shown in Paragraph 202, "Responsibilities," of the Handbook. Responsibilities are assigned on an organizational basis; therefore, Contractors must refer to the section(s) of the Handbook that correlate with their respective COTR organization(s).

[End of Clause]

H.6 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (ARC 52.223-91)(MAR 1999)

Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program.

DART Definition and Information

This 90-person team is comprised of civil service, contractor, and military personnel that work at Ames Research Center and Moffett Federal Airfield. The team composition

includes scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialist, industrial hygienist, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has six functional groups. The groups are Rescue, Hazardous Materials Response, Damage and Utility Control, Structural Assessment, Emergency Communications, and Emergency Operations Center Administrative Support. The Emergency Services Office is responsible for the Moffett Field Emergency Operations Center as well as the Emergency Communications Facility. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Service Program.

H.7 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (JUL 1988)

(a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):

- (1) data submitted to the Government with limited rights or restricted rights notices;
- (2) data of third parties which the Government has agreed to handle under protective arrangements; and
- (3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

(b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:

- (1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;
- (2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;
- (3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and

- (4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

[End of Clause]

H.8 HANDLING OF DATA (ARC 52.227-96) (JUN 1989)

(a) Paragraph (d)(1) of the "Rights in Data--General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:

(b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

(3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

(c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply

restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this contract.

[End of Clause]

H.9 SEVERANCE PAY (ARC 52.231-90) (MAY 1993)

BA

[End of Clause]

H.10 KEY PERSONNEL AND FACILITIES (NASA 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

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[End of Clause]

**H.11 OBSERVANCE OF LEGAL HOLIDAYS (NASA 1852.242-72)(AUG 1992)
(ALTERNATE I)(SEP 1989)(ALTERNATE II) (SEP 1989)**

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

and any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) above, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform

round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of above, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

[End of Clause]

H.12 YEAR 2000 COMPLIANCE (MAY 1998)

(a) Definition: "Year 2000 compliant", as used in this clause, means that the information technology (hardware, software and firmware, including embedded systems or any other electro-mechanical or processor-based systems used in accordance with its associated documentation) accurately processes date and date-related data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date and date-related data with it.

(b) Any information technology provided, operated and/or maintained under this contract is required to be Year 2000 compliant. To ensure this result, the Contractor shall provide documentation describing how the IT items or services demonstrate Year 2000 compliance, consisting of: standard product literature or test reports for commercial items, or certification for complex systems.

(c) The Contractor warrants that any IT items or services provided under this contract that involve the processing of date and date-related data are Year 2000 compliant. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system.

(d) The remedies available under this warranty shall include repair or replacement, at no additional cost to the Government, of any provided items or services whose non-compliance is discovered and made known to the Contractor in writing within 90 days after acceptance. In addition, all other the terms and limitations of the Contractor's standard commercial warranty or warranties shall be available to the Government for the IT items or services acquired under this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

[End of Clause]

H.13 GOVERNMENT PROPERTY REPLACEMENT (NOV 1997)

Pursuant to FAR 45.302-1 and in accordance with NASA initiatives to reduce acquisition, maintenance, inventory, and surveillance costs associated with Installation-Accountable Government Property (IAGP), the Government will provide IAGP only in limited circumstances under this contract. IAGP will be provided only when it is in the Government's best interest and only if available. This determination will be made on a task by task basis. It is expected that the Contractor will furnish all equipment necessary to perform the contract on most tasks.

Should IAGP become unusable during the performance of this contract, the Contractor shall determine if replacement IAGP is available by processing DD Form 1419 through the Government Industrial Property Office and the Contracting Officer (CO). In those cases where replacement IAGP is not available and upon receipt of a DD Form 1419 signed by the CO, the Contractor shall acquire the necessary equipment as either Contractor property or "Task Unique" property, as described below.

The Contractor shall retain title to all equipment acquired for the performance of this contract, not directly charged against this contract, (other than "Task Unique") and shall expense the equipment in accordance with the Contractor's approved accounting system. In special circumstances, and if designated "Task Unique," the Government shall retain title to IAGP and, in this case, the IAGP will be charged direct to the task for which it was acquired as an Other Direct Cost. The Government reserves the right, at any time, to identify as "Task Unique" equipment originally acquired by the Contractor as other than "Task Unique".

[End of Clause]

H.14 ISO 9001

The Contractor shall ensure compliance with Government policies and procedures as specified in the Statement of Work. The Contractor shall follow all applicable NASA Policy Guidance and Directives; comply with and support ARC's Quality Policy; and adhere to the ISO quality systems documents (ARC Quality Manual, System Level Procedures, etc.). The Contractor may be subject to an ISO audit review to ensure compliance with these procedures. Third-party certification to the ISO 9001 standard is not required.

[End of Clause]

H.15 OPTION FOR ADDITIONAL TASKS (SEP 1999)

NASA Ames Research Center anticipates supporting new center-wide programs to perform IT research and development. The Government has the unilateral option to exercise increased services (CLINs 3, 5, and/or 7) to a maximum of 100% growth over the current contract (CLINs 2, 4, and/or 6). This option will be exercised by formal contract modification and work will be implemented by issuance of Contract Task Orders.

[End of Clause]

[END OF SECTION]

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

http://procure.arc.nasa.gov/Acq/Center_Clauses/Index.html

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JAN 1990	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	JUN 1996	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	AUG 1996	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.215-15	DEC 1998	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS
52.216-7	APR 1998	ALLOWABLE COST AND PAYMENT
52.217-9	MAR 1989	OPTION TO EXTEND THE TERM OF THE CONTRACT Insert "30 days" and "5 years" in paragraphs (a) and (c), respectively.
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	JAN 1999	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATION ON SUBCONTRACTING
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS Insert "\$0.00" in paragraph (a).
52.222-3	AUG 1996	CONVICT LABOR
52.222-21	FEB 1999	CERTIFICATION OF NON-SEGREGATED FACILITIES
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	APR 1998	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.225-3	JAN 1994	BUY AMERICAN ACT--SUPPLIES
52.225-10	APR 1984	DUTY FREE ENTRY
52.225-11	AUG 1998	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-11	JUN 1997	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.227-14	JUN 1987	RIGHTS IN DATA—GENERAL (ALTERNATE III) (JUN 1987) As modified by 1852.227-14 NASA FAR Supplement (OCT 1995)
52.227-19	JUN 1987	COMMERCIAL COMPUTER SOFTWARE— RESTRICTED RIGHTS As modified by 1852.227-19 NASA FAR Supplement
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL) Insert "...all pages, ... proposal dated November 1, 1999 upon which ..."
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION Insert "no later than 15 days prior to submission of the first request for payment." in paragraph (b)(1).
52.233-1	DEC 1998	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I)(JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE V) (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS (ALTERNATE I)(AUG 1998) Insert "CSC, SAIC, Asani, Kestrel" in paragraph (k).
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	OCT 1998	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENT
52.245-1	APR 1984	PROPERTY RECORDS
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"

CLAUSE NUMBER	DATE	TITLE
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.247-1	APR 1984	COMMERCIAL BILL OF LADING NOTATIONS
52.247-63	JAN 1997	PREFERENCES FOR U.S.-FLAG AIR CARRIERS
52.248-1	MAR 1989	VALUE ENGINEERING
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.215-84	OCT 1996	OMBUDSMAN Insert "Jana Coleman, at (650) 604-5963."
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.219-79	JUL 1997	MENTOR REQUIREMENTS AND EVALUATION
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.235-70	JUN 1998	CENTER FOR AEROSPACE INFORMATION
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.243-71	MAR 1997	SHARED SAVINGS

[End of Clause]

I.2 PROCEDURE FOR PREPARATION AND APPROVAL OF FINAL REPORT (ARC 52.211-104) (MAR 1998)

(a) The editorial guidelines contained herein will be used to prepare contractor final reports for the Ames Research Center. The editorial guidelines are based in part on the practices contained in the NASA Publications Guide, NASA SP7047 (available from the National Technical Information Service, Springfield, VA 22161). Refer to DOD 5220.22M for classified information. Questions concerning the format for NASA contractor final reports should be addressed to the editorial staff of the Documentation Technology Branch (Code JIT). When a NASA contractor report is to be published, these guidelines constitute the recommended practices for contract final report preparation. Reports that do not follow these guidelines will be rejected. Failure to follow the established procedure will necessitate rework and may delay final payment in closing the contract, grant, or cooperative/interchange agreement.

- (b) Five copies of the draft final report written according to NASA Ames Research Center guidelines will be prepared. The NASA Ames Contracting Officer will be notified in writing that the draft final report has been completed and transmitted. Four copies will be sent to the Contracting Officer's Technical Representative (COTR) and one copy will be sent to the appropriate editorial office (Code JIT, Mail Stop 241-13). The COTR will review the report for technical accuracy. These draft copies should be reproduced and assembled using the most economical means.
- (c) The contractor will receive a letter from the Ames Contracting Officer containing the disposition of the draft report within 45 working days from the time the manuscript is received at the Center. If the COTR determines that the final report will be published as a NASA contractor report, the letter will transmit corrections/changes to be made and instructions to submit the camera-ready master and four copies of the corrected manuscript to the COTR. The COTR will prepare the necessary paperwork to accompany the camera-ready master to the editorial office in Code JIT.
- (d) Format and Organization. The final report should be written in a readable and easily understood style. The writing style should be both logical and familiar to scientific and technical personnel. The final report camera-ready master shall be cleanly typed or computer generated on a laser printer (not a dot matrix printer) on opaque, 8 1/2- by 11-inch white paper. The page image area, including page numbers, shall not exceed 7-1/8 by 9-9/16 inches. Blank pages shall be avoided. The camera ready master should be prepared in a single-column format with a ragged right margin. The text shall be single-spaced to help reduce the overall size of the report, with appropriate but consistent spacing before and after headings, paragraphs, and mathematical formulas. Where practicable, tables and figures shall be integrated into the text at a point following the first reference. Where tables and figures are voluminous or their insertion unduly interrupts the flow of the text, they may be grouped in proper sequence following the references. Each page shall be numbered. The preferred location for page numbers is centered at the bottom of the page.

The recommended organization for the report is shown below:

- Cover (prepared by the Government)
- Title Page (prepared by the Government)
- Table of Contents (if necessary)
- Symbols and Abbreviations (may follow Introduction)
- Summary
- Introduction
- Main Body of Text
- Conclusions
- Appendixes (if needed)

References

Tables (if not integrated in text)

Figures (if not integrated in text)

Deviations from the format and organization shall be made only with the prior consent of the Ames Contracting Officer. For questions concerning format, contact the appropriate publications office.

- (e) Measurement Value. Measurement values in NASA contractor reports shall be expressed in a system of units appropriate to the particular discipline and to the intended audience. Usage shall be consistent throughout the document (text, tables, and figures). If it would be desirable to convert customary U.S. units to metric (S.I.) units, or vice versa, a conversion table may be included near the front of the report.
- (f) Symbols and Abbreviations. Symbols and abbreviations shall be defined the first time they are used and/or included in a list of "Symbols and Abbreviations." This list should go after the table of contents or be included as an appendix.
- (g) Copyright. Copyrighted data not first produced under the contract for which the report is to be delivered shall not be incorporated into the report unless the contractor (1) provides the Government a royalty-free, nonexclusive, irrevocable, world-wide license for Governmental purposes to publish, distribute, translate, copy, exhibit, and perform such copyrighted data; or (2) obtains the written permission of the Contracting Officer.
- (h) Commercial Products. NASA policy is to not endorse or favor any specific commercial product, commodity, or service. Generic rather than trade names should therefore be used whenever possible. However, if the trade name provides useful information, it can be used. Credit should be given to the owner of the trade name, and care should be taken that the correct owner is specified. Product comparisons should not be made.
- (i) References. References should be cited by name and date (e.g., Ander, 1971, 1972; Smith, 1974). In the reference list, the names are alphabetized. The correct citation is considered to be the responsibility of the author.

Material that is not obtainable or available shall not be listed as a reference. Likewise, the following shall not be used: limited-distribution documents, private communications, in-house publications, and documents of NASA contracts published as in-house documents (i.e., they must be referenced as NASA contractor reports, not NASA contract numbers). Material which has been accepted (not merely submitted) for publication may be cited but must carry the parenthetical note: (to be published).

(j) Security. Security markings, when necessary, shall be consistent with DD Form 254, the directive issued by the Ames Security Officer, and shall conform to the requirements established in the DoD Industrial Security Manual and the NASA Handbook on Information Security. For questions concerning security classification, contact the Ames Research Center Security Officer.

(k) Illustrations. Illustrations must be clearly functional and related specifically to the subject matter. Illustrations shall not be used on covers or as purely decorative space fillers. (Color reproductions are not permitted unless they are necessary to the functional utility of the report and are determined to be so by the Center's Printing Management Officer.) Artwork of a quality suitable for reproduction must be submitted. Line illustrations must be prepared in black ink, or reproduction quality laser prints.

(l) Photographs. Black and white halftone prints shall be used. Since color prints do not reproduce well in black and white, they should not be used. Unnecessary and repetitious photographs should be avoided.

(m) Company Logos and Report Numbers. Company logos shall not be used on the cover of or within the report. The report shall not be printed on paper containing the company affiliations or company logo. Although company report numbers can be used on covers or title pages, they should not appear on internal pages or figures.

(n) Computer Printouts. Computer-produced material intended for use as masters must be cleanly printed out in black ink on opaque white paper. Computer graphics produced on "grid" paper shall not be submitted.

(o) Duplication and Distribution. When the final report is to be published as a high- or low-number NASA CR, the contractor will be asked to make corrections, provide a 200-word abstract and at least three key words or phrases, and submit four copies of the corrected manuscript to the COTR and one copy plus the camera-ready master to the appropriate publications office. (The camera-ready master should not be bound and should be carefully packaged to avoid damage in handling and shipping.)

(p) To comply with NASA printing requirements and cost considerations, final reports which are duplicated/reproduced by the contractor must conform to the standards as specified in NASA FAR Supplement Clause 1852.208-81, "Restrictions on Printing and Duplicating." Questions regarding these specifications should be addressed to the Ames Printing Management Officer at (650) 604-5827.

[End of Clause]

I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

[End of Clause]

**I.4 SPECIAL 8(a) CONTRACT CONDITIONS (FAR 52.219-11) (MAY 1998)
DEVIATION**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing

counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

Small Business Administration
Washington District Office
1110 Vermont Avenue, NW 9th Floor
Washington DC 20043-4500
Attn: Kevin R. Washington

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of the ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

[End of Clause]

I.5 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (FAR 52.219-18) (JAN 1997) DEVIATION

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

- (1) SIC Code 8731 is specifically included in the Offeror's approved business plan;
- (2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (3) The Offeror is in conformance with the Business Activity Targets set forth in

its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The QSS Group Inc, Program Manager will notify NASA Ames Research Center Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

[End of Clause]

I.6 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APRIL 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any 13 CFR Part 124 (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

[End of Clause]

[END OF SECTION]

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER
ATTACHMENTS****SECTION J – LIST OF ATTACHMENTS**

LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90) (FEB 1997)

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

	<u>Title</u>	<u>No. of Pages</u>
A-1	Statement of Work	18
A-2	Government Furnished Equipment	14
A-3	Contract Data Requirements List/Data Requirements Description	1
A-4	Safety and Health Plan	To be incorporated at time of contract award
A-5	Phase-In/Phase-Out Plan	To be incorporated at time of contract award
A-6	Management Plan	To be incorporated at time of contract award

[End of Clause]

[END OF SECTION]

ATTACHMENTS A

A-1 Statement of Work

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
Ames Research Center
Computational Sciences Division
Moffett Field, California 94035-1000

STATEMENT OF WORK
for the
COMPUTATIONAL SCIENCES RESEARCH AND DEVELOPMENT SERVICES

June 30, 1999

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1.0 INTRODUCTION

The Computational Sciences Division (hereafter, referred to as Code IC or the Division) is part of the Information Sciences and Technology Directorate (Code I) at the NASA Ames Research Center. Code IC conducts scientific research, develops technologies, and builds applications in several areas of advanced information systems. This procurement is for research and development services to support that effort.

All work supports NASA enterprises and mission programs, including the New Millennium Small Spacecraft, Astrophysics, Astrobiology, and Planetary Science and Exploration programs for the Space Science Enterprise (SSE), Space Shuttle, Space Station and Life Sciences programs for the Human Exploration and Development of Space (HEDS) Enterprise, Earth Observing Systems and Distributed Information Systems for the Mission to Planet Earth (MTPE) Enterprise, and Access to Space, plus a variety of other Aeronautical Programs including advanced onboard vehicle information systems, test facilities, and design processes for the Aeronautics and Space Transportation Technology (ASTT) Enterprise. The Division also maintains expertise in systems engineering of aeronautical and space data management resources. Laboratories are operated by Code IC for many of the scientific and engineering disciplines under the purview of the Division. Code IC maintains strong relationships with other U.S. government agencies, industrial organizations, and academic partners for the purposes of joint research and rapid technology transfer.

Code IC is composed of technology-based groups, each with expertise to support the above-listed missions. The technologies currently emphasized are described in section 2.3 of the Scope of Work that follows. Projects may require participation across multiple technical groups.

The Government will advocate programs, secure funding, determine contract support requirements, issue contractor task orders for work to be performed, and provide facilities for those contractor personnel who work on-site. The scope of the effort to be performed is described in the following sections. The contract resulting from this RFP will support the Government's Consolidated Contract Initiative (CCI). Consequently, the contractor may be required to perform at locations other than Ames Research Center pursuant to Section F.5 (Place of Performance).

2.0 SCOPE OF WORK

The Contractor shall provide research support in the following technical areas: artificial intelligence (AI), knowledge-based systems, soft computing (including neural networks and fuzzy control methods), photonic information processing and sensors, prognostic signal analysis, model-based diagnostic reasoning, fault-tolerant computing hardware and networking, tele-presence / tele-control of remote, mobile platforms, autonomous and adaptive control, integrated design,

human-centered computing, system administration of a distributed heterogeneous network of workstations, and distribution of research information in various formats and forums.

The following descriptions represent the Government's best effort to project and exemplify research support requirements. Due to the Research and Development nature of Code IC's missions the descriptions should not be regarded as definitive representations of future research support requirements.

The contractor shall be responsible for providing a flexible, responsive, coordinated, and comprehensive research mission services that are adjustable within the framework of a series of individual contract task orders (CTOs). The Government will use a task completion oriented CTO as the vehicle to acquire products and services from the contractor. Task orders will contain defined requirements (such as deliverables, significant milestone dates), negotiated cost baselines, and established performance measurement criteria. Operational procedures to be followed by the Contractor in the task order process are described under Section 3.0 (Contract Task Orders).

The Contractor shall administer all work to be performed under this contract, and assure the availability of qualified personnel for timely response to negotiated CTOs. The contractor shall manage the overall effort in accordance with a management plan that is annually negotiated with and approved by Code IC. Individual task plans shall be negotiated and managed on a per task basis. For each task, technical progress and resource expenditures shall be reported monthly by the Contractor to the Government.

2.1 Contract Management

The Contractor shall provide overall management and administrative functions to ensure that the proper resources are available and allocated, that required reports and documentation are prepared, and that the overall environment supports the research requirements. Overall management and administrative functions to meet the requirements include:

- (1) The Contractor shall manage the contract in a fiscally responsible manner, fulfilling all requirements of negotiated CTOs.
- (2) The Contractor shall provide a well-defined, stable organizational structure with clear lines of authority and clearly identified interfaces to the Government.
- (3) The Contractor shall provide secretarial and financial services for their employees.
- (4) The Contractor shall provide staff with previous training in state-of-the-art information technology.
- (5) The Contractor shall comply with Government policies and regulations including the Ames' Quality Management System under ISO 9001 (See Section 4.0)

- (6) The Contractor shall manage the resources allocated by NASA for specific tasks in a manner to ensure research goals are reached in accordance with agreed upon milestones.
- (7) The Contractor shall develop, implement and maintain a discrepancy reporting and tracking system. Discrepancy reports may be issued by the Contractor as well as by NASA regarding technical, resource or financial issues that may prevent meeting milestones or the performance of the task. The system shall assure that all discrepancies are documented and resolved. Discrepancy histories shall be reviewed for indications of systematic or recurring problems for future improvements that require correction.
- (8) The Contractor shall provide a monthly report of the state of all tasks, identifying accomplishments, publications, and major milestones reached as well as problems and concerns over issues that may affect contract performance.
- (9) The Contractor shall provide property management to ensure accountability for installation-provided equipment and facilities and shall be responsible for annual inventory surveys and accountability verification forms.
- (10) The Contractor shall provide the risk management activities that will be used to ensure that the Government has adequate insight into the risks associated with the Contractor's ability to accomplish tasks outlined in any CTO.
- (11) The Contractor shall document and obtain concurrence of the NASA Contracting Officer's Technical Representative (COTR) for all deviations, waivers and non-compliance to the requirements of the CTOs.

2.2 Task Management

During the performance of this contract, completion-oriented CTOs will be issued by the Government specifying research to be performed. The task orders will include, at a minimum, information pertaining to the work to be performed, the milestones, and the deliverables. The CTOs shall be returned to the Government by the Contractor with the following information:

- (1) A discussion of the technical approach for performing the work, including a risk assessment and any ancillary deliverables defined by the Contractor (if required)
- (2) A discussion of how these tasks will be managed, including configuration, subcontracting, schedule, cost control, and the flow of activities from start to completion.
- (3) A description of which organizations (both civil servant and contractor) will be involved in each task, and how the interface would be handled.
- (4) The risk assessment methods used and a risk mitigation plan which includes de-scoping options
- (5) Milestone schedule including termination decision points

- (6) Estimate of labor hours and skill mix required to complete the task. Include both straight time and overtime (if authorized) hours, on a monthly basis by applicable labor category, and the total direct labor hours estimated to complete the task.
- (7) The total estimated cost and fee for completion of the task order, including:
 - a. Labor costs per award fee period and for the entire task
 - b. Other direct costs (ODCs) including, but not limited to materials, equipment, travel and subcontracting
 - c. Indirect costs
 - d. Maximum available award fee for the task

The contractors' task order management shall include the development of a work breakdown structure, cost and schedule estimating and tracking, project requirements development and management, safety/risk management and methods, configuration management (as necessary) and the participation in and conduct of project reviews.

2.3 Technical Task Support

It is anticipated that the Contractor staff shall perform the following functions as required on a per task basis:

- (1) Collaborate and exchange technical information with the Government research staff in order to meet the requirements of each Task Order.
- (2) Provide research support on a task-by-task basis.
- (3) Provide short turn-around deliverables for specific project milestones as needed and within the time frame required.
- (4) Attend and participate in group and project meetings.
- (5) Present research, work in progress, and results to civil service management and at local and international conferences.
- (6) Periodically support short-notice preparations for demonstrations and presentations of research, work in progress, and results to visitors and technical delegates.
- (7) Travel as needed to conferences, field sites, universities, and other agencies in the performance of research, integration of products, and demonstration of results.

For revisions in research direction, a Task Order Revision request will be issued to the Contractor in accordance with the procedures outlined in Section 3.0 (Task Orders).

Technology Area 1: System Administration

The Contractor shall be responsible for providing overall computer system administration, network administration and security implementation on systems which will not be covered by NASA's Outsourcing Desktop Initiative (ODIN). There will be existing Government furnished equipment (GFE) as well as new

acquisitions and upgrades that make up the heterogeneous network of workstations and peripherals that must be supported.

Areas in which support is required include:

- (1) Planning, requirements definition, and implementation of future upgrades or new acquisitions to support the Division-wide services such as servers (mail, file, print, web, ftp, gopher), printers, security prevention, network improvements, and related software packages
- (2) Integration of project or group purchased equipment onto the building network
- (3) Laboratories and testbeds used to develop various technologies
- (4) Graphics & multimedia development for technology presentations
- (5) Security surveillance of network infrastructure and system security plan implementation
- (6) Network management over the facility's infrastructure that currently consists of unshielded twisted pair, coaxial, and fiber wiring as well as a local router with a number of subnets
- (7) Basic system administration tasks such as upgrades, software installation, definition of standards for various platforms (i.e., unix, linux, mac os, windows NT, windows 98), configuration management, backups, and user training.

With the exception of special projects, for which specific requirements will be outlined in a CTO, system administration tasks will be in the Automation Sciences Research Facility, building N269. Code IC system administration will require coordination with the Division operations manager, the Division computer security official, the Ames backbone manager in Code J, the center security team, and the ODIN team.

Technology Area 2: Program Support

The Contractor shall be responsible for communicating knowledge about Information Technology (IT) to non-technical audiences. The group designs, develops and distributes informational products in a wide variety of output formats including written, graphical, electronic, video, audio, multimedia, and live or static demonstrations.

Contractors working within this group shall perform the following tasks:

- (1) Outreach (providing material representing research work)
- (2) Technical writing and editing
- (3) Video production
- (4) Multimedia production
- (5) Graphics and animation design and production
- (6) Web site content development and maintenance

- (7) Technology group interface (for developing project requirements and acquiring data)
- (8) Accomplishment and highlight roll-ups

Technology Area 3: Automated Learning

The Contractor shall support the objectives of the Automated Learning group. Such support shall include research, development, the application of advanced software technology and methods in order to enhance scientific and engineering data analysis and to reduce operational and lifecycle costs in major NASA Aeronautics and Space Programs. Advanced software technology includes the development of algorithms that support modeling, simulation, and data analysis and display. Specific support will be in the development and deployment of AI techniques; such as traditional machine learning, learning from partial or incomplete models, and Bayesian and other statistical model-based learning methods. The Contractor will be required to apply these learning technologies toward aiding users in extracting a variety of types of information and knowledge from diverse and heterogeneous data-sets, codifying new formal relations between data that act as partial models, and solving problems of large-scale optimization. The main products from this technology area are advanced software tools and applications. The Contractor will be expected to report results in appropriate technical journals and at conferences and workshops.

Technology Area 4: Automated Software Engineering

The Contractor shall support the objectives of the Automated Software Engineering group. Such support shall include research and development in the two sub-areas: (a) automated software synthesis and (b) automated verification and validation (V&V).

To support the goals of the automated software synthesis sub-area, The Contractor will provide:

- program synthesis (automated code generation) based on automated logical reasoning
- methods for generating domain-specific code synthesis systems
- adaptive software techniques
- methods for machine assistance towards software reuse

To support the goals of the automated V&V sub-area, the Contractor will provide:

- mathematical approaches to program verification
- software design verification

The main products expected from both sub-areas are advanced software tools. The Contractor shall report research results in appropriate technical journals, and at conferences and workshops.

Technology Area 5: Autonomous Systems

The Contractor shall support the missions of the Autonomous Systems Group. The Contractor will be involved in research, develop, and deploy automated reasoning methods and decision support methods for autonomous systems. Such work includes enabling the design, construction, simulation, and operation of a new generation of systems that can act autonomously, as well as in support of humans, while achieving more science return at much lower cost than current approaches. Autonomous systems require developing autonomous control kernels (commanded by high-level, goal-directed behaviors) that are programmable through compositional, common-sense models of hardware and operations behavior. Such systems also require developing on-board automation to close the loop on sensor information at the goal level, using advanced planning, scheduling, execution, diagnosis, and recovery capabilities to ensure that goals are met. Autonomous systems must take action to gain information, assess mission risk, plan contingencies, prepare backup resources, redirect plans to reduce risk, learn from their interactions with their environment, and adapt in real-time. Thus, the Contractor shall perform research and develop distributed coordination and collaboration capabilities that enable autonomous systems to act as teams.

The Contractor shall employ a broad range of Artificial Intelligence (AI) methods such as model-based reasoning and simulation, planning and scheduling, constraint-based reasoning, local and global optimization, decision theory, machine learning, intelligent synthesis, multi-agent coordination, and other innovative or traditional techniques to the missions and tasks. Mobilization of these techniques shall support cross-cutting applications efforts so as to satisfy the requirements of such major NASA Enterprises as Space Science, Earth Science, and Human Exploration and Development in Space.

Technology Area 6: Complex Adaptive Methods

The Contractor shall support the missions of the complex adaptive methods group working on NASA Aeronautics and Space Projects. Work shall begin with laboratory feasibility demonstrations of neural network, fuzzy set, and genetic algorithm hybrid techniques, and extend to include field tests and initial system applications. The group's goal is to demonstrate aeronautical applications and system improvement in reconfigurable flight controls, propulsion control augmentation, wind tunnel operations, and rapid prototype neural net / VR design technologies. Enhancements in NASA Space Programs are anticipated through applications in, for example, solar data analysis and identification of stellar phenomena, fuzzy control of the training system for Space Shuttle Training Aircraft (STA), hybrid electric vehicles, Space Station Centrifuge stabilization, automated telescope balancing for the Stratospheric Observatory for Infrared Astronomy (SOFIA), smart probes, vehicle docking, and space medicine.

Significant efforts in complex adaptive methods arise from diverse areas of interest. One effort consists in extending human senses: developing new human-